



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 12, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 June 12, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACT FOR THE AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award eight contracts for as-needed tree trimming and related work within various right of ways throughout the unincorporated County areas.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award eight contracts for the As-Needed Tree Trimming and Related Work Program in an annual aggregate program sum of \$600,000 to: Golden West Arbor Services, Inc.; International Environmental Corporation; Mariposa Landscapes, Inc.; So. Cal Tree Care, Inc.; Tip Top Arborists, Inc.; Travers Tree Service, Inc.; Trimming Land Co., Inc.; and West Coast Arborists, Inc. These contracts will be for a term of one year commencing on June 30, 2012, or upon each party's execution of the contract, whichever occurs last, with four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months and a potential maximum aggregate program sum of \$3,300,000.
3. Authorize the Director of Public Works or her designee to annually increase the aggregate program amount up to an additional 10 percent of the annual aggregate program amount for unforeseen, additional work within the scope of the contract, if required; and to adjust the aggregate program amount for each option year over the term of the contract to allow for an annual cost-of-

living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, each individual contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent tree trimming services to quickly respond to damaged trees within the Department of Public Works (Public Works) various rights of way and to protect public safety. Tree damage may be the result of winds, fire, floods, and natural occurring tree deterioration, etc. This work will involve emergent and as-needed tree trimming and related services along roadsides, medians, flood control channels, and other properties belonging to, or being operated by, Public Works in the unincorporated County areas. The contracted services are not designed to replace Public Works' ongoing, scheduled, routine tree maintenance but will supplement Public Works crews during emergencies or when crews cannot respond in a timely manner. Public Works has contracted for these services since 1997.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This program is for an aggregate annual amount of \$600,000 plus 10 percent for unforeseen, additional work within the scope of the contracts and cost-of-living adjustments in accordance with the contract. This amount is based on Public Works' estimated annual utilization of the contractors' services.

Funding for these services is included in the Fiscal Year 2011-12 and Recommended Fiscal Year 2012-13 Internal Service Fund Budgets, which will be reimbursed by the Flood Control District Fund and Road Fund Budgets. When the need arises for services under this program, financing the required services will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board. Funds to finance the program's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Golden West Arbor Services, Inc., located in Pomona, California; International Environmental Corporation, located in Panorama City, California; Mariposa

Landscapes, Inc., located in Irwindale, California; So. Cal Tree Care, Inc., located in Escondido, California; Tip Top Arborists, Inc., located in Lancaster, California; Travers Tree Service, Inc., located in Lomita, California; Trimming Land Co., Inc., located in South Gate, California; and West Coast Arborists, Inc., located in Anaheim, California. These contracts will commence on June 30, 2012, or upon each party's execution of the contract, whichever occurs last. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months.

Awarding multiple contracts will allow Public Works to ensure timely response to workload requirements. When work is identified, Public Works will always first offer the work to the highest-rated contractor for the service within the Road Maintenance District/Area as specified in the contract (Enclosure A). If the highest-rated contractor is not able to perform all or a portion of the required work within Public Works' time frame, Public Works may choose to offer that work to the next highest-rated contractor and so forth until a contractor or contractors are found to be available to accomplish all or a portion of the work.

The contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing these contracts, the contractor will sign and County Counsel will review it as to form. The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services were submitted on January 18, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County

Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not Proposition A contracts (Los Angeles County Code, Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

CONTRACTING PROCESS

On January 19, 2012, Public Works solicited proposals from 439 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On February 27, 2012, eight proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on the evaluation, it is recommended that contracts be awarded to the eight highest-rated, apparent responsive, and responsible proposers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

6/12/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 27, 2012, hereby agrees to provide services as described in this Contract for As-Needed Tree Trimming and Related Work Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Tree Trimming; Exhibit G, Tree Planting; Exhibit H, Tree Removal; Exhibit I, Stump and Road Removal; Exhibit J, 24 Hour Emergency Service; Exhibit K, Urgent Tree Removal and Trimming; Exhibit L, Root Pruning; Exhibit M, Flood Maintenance Districts Specifications; Exhibit N, Maps of Maintenance Districts; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount to exceed \$600,000 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: When Public Works identifies work to be performed in a particular Road Maintenance District/Area, Public Works will first offer the work to the highest-rated Contractor as evaluated relative to this Contract solicitation for service within the Road Maintenance District/Area as specified in Attachment A. If the highest-rated Contractor is not able to perform all or a portion of the required work within Public Works time frame, Public Works may choose to offer that work, to the next highest-rated Contractor and so forth until a Contractor or Contractors are found to be available and capable to perform all or portion of the work.

The County reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing, the parties understand and agree

that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on June 30, 2012, or upon each party's execution of the contract, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential Contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the rates quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all Contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through N, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

**LIST OF CONTRACTORS AND RATINGS FOR
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM**

Road Maintenance District 1

1. Golden West Arbor Services, Inc.
2. West Coast Arborists, Inc.
3. So. Cal Tree Care, Inc.
4. Mariposa Landscapes, Inc.
5. Trimming Land, Co., Inc.

Road Maintenance District 3

1. West Coast Arborists, Inc.
2. Trimming Land, Co., Inc.
3. Travers Tree Service, Inc.
4. Mariposa Landscapes, Inc.
5. International Environmental Corporation

Road Maintenance District 4

1. Golden West Arbor Services, Inc.
2. West Coast Arborists, Inc.
3. So. Cal Tree Care, Inc.
4. Trimming Land, Co., Inc.
5. Mariposa Landscapes, Inc.

Road Maintenance District 5

1. West Coast Arborists, Inc.
2. Tip Top Arborists, Inc.
3. Mariposa Landscapes, Inc.
4. International Environmental Corporation

Bid Detail Information

Bid Number : PW-ASD841
Bid Title : NOTICE OF REQUEST FOR PROPOSALS FOR AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM (2012-AN004)
Bid Type : Commodity
Department : Public Works
Commodity : TREE TRIMMING AND PRUNING SERVICES
Open Date : 1/18/2012
Closing Date : 1/31/2012 2:00 PM
Bid Amount : \$ 600,000
Bid Download : Not Available
Bid Description : MAINTENANCE DISTRICT 1 – EAST AREA
MAINTENANCE DISTRICT 3 – WEST AREA
MAINTENANCE DISTRICT 4 – SOUTH AREA
MAINTENANCE DISTRICT 5 – NORTH AREA

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Tree Trimming and Related Work Program (2012-AN004). The total annual contract amount of this service is estimated to be \$600,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Andres Campaz at (626) 458 4072, or acampaz@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Each area will be awarded and evaluated independently. The County may award up to five contracts per Maintenance District/Area to Proposers whose proposals are rated the highest based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its managing employee must have a minimum of three years of experience in performing tree trimming and related work; additionally, Proposer must have received and successfully completed at least one large tree work project within the last three years (Trimming over 500 trees per project).
2. Proposer or its managing employee must hold a valid/active State of California Contractors C-27, Landscaping Contractor's License or C-61 (D-49), Limited Specialty Classification, Tree Trimming license at the time of proposal submission; no subcontractors will be allowed to fulfill this licensing requirement.
3. Proposer must have at least two certified arborists available at all times to perform work under this contract if awarded.

A Proposers' Conference will be held on Tuesday, January 31, 2012, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, February 15, 2012, at 5:30 p.m. Please direct your questions to Mr. Campaz at the number listed on the previous page.

Contact Name : Andres Campaz
Contact Phone# : (626) 458-4072
Contact Email : acampaz@dpw.lacounty.gov
Last Changed On : 1/19/2012 8:05:57 AM

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